



**MAYOR AND COUNCIL MEETING
MONDAY, AUGUST 7, 2017
6:00 P.M.
DALTON CITY HALL**

A G E N D A

WORK SESSION - 5:00 P.M. - COUNCIL CHAMBER

1. Review of Agenda
2. Call for Executive Session - Personnel - 2nd Floor Conference Room

REGULAR MEETING - 6:00 P.M. - COUNCIL CHAMBER

1. Call to Order
2. Pledge of Allegiance
3. Approval of Agenda
4. Public Commentary: *(Please state Name and Address for the Record)*
5. Minutes: Work Session and Regular Meeting Minutes of July 17, 2017
6. Unfinished Business:
 - A. Ordinance - Second Reading:
Ordinance 17-04
To Amend Chapter 54 Of The 2001 Revised Code Of The City Of Dalton Captioned "Fire Prevention and Protection" By Striking, Repealing And Deleting Section 54-1 Captioned "Fire Hydrants And Water Mains" In Its Entirety And Substituting In Lieu Thereof A New Section 54-31 Captioned "Fire Hydrants And Water Mains"; To Provide For An Effective Date; To Provide For The Repeal Of Conflicting Ordinances; To Provide For Severability; And For Other Purposes
7. New Business:
 - A. Construction Contract with Astra Group, Inc., for Haig Mill Lake Park Project.
 - B. Contract with Bartow Paving Company, Inc., for 2017 LMIG Milling and Resurfacing of Various City Streets.
 - C. Lease Agreement with Georgia Mountains Health Services, Inc.

D. Resolution 17-10

A Resolution To Regulate And Provide For The Calling Of An Election To Determine The Issuance Or Nonissuance Of City Of Dalton, Georgia General Obligation Bonds In The Aggregate Principal Amount Of Up To \$50,650,000 For The Purpose Of Providing Funds To (A) Acquire, Construct, Install And Equip Certain Capital Projects For Dalton Public Schools, (B) Pay Capitalized Interest On The Bonds Issued To Fund Such Projects, And (C) Pay All Expenses Including To Accomplish The Foregoing; To Provide For The Date And The Maximum Interest Rate Or Rates Of Interest Which Such Bonds Shall Bear And The Schedule Of Maturities Of Said Bond Issue; To Provide For The Levy And Collection Of Taxes To Service Said Bond Issue, If So Authorized; And For Other Related Purposes.

E. Resolution 17-12

Endorsement of Downtown Development Revolving Loan Fund Application of Brown Dog Properties, LLC.

F. Ordinances – First Reading:

Ordinance 17-05

To Amend Chapter 98 of The 2001 Revised Code Of The City Of Dalton, Georgia Captioned “Streets, Sidewalks And Other Public Places, By Striking, Deleting And Repealing The First Sentence of Section 98-47(e) In Its Entirety And Substituting In Lieu Thereof A New First Sentence Of Subsection 98-47(e); By The Addition Of A New Subsection 98-47(f); To Provide For An Effective Date; To Provide For The Repeal Of Conflicting Ordinances; To Provide For Severability; And For Other Purposes.

Ordinance 17-06

To Amend Chapter 74 Of The 2001 Revised Code Of The City Of Dalton, Georgia Captioned “Offenses And Miscellaneous Provisions”; To Amend Article IV Captioned “Offenses Against Public Order And Safety” To Add a New Division 7 Captioned “Aggressive Panhandling”; To Provide For An Effective Date; To Provide For The Repeal Of Conflicting Ordinances; To Provide For Severability; And For Other Purposes.

G. Appointments:

1. Reappointment of Deanna Mathis to the Planning and Zoning Commission for a 4-year term to expire July 10, 2021.
2. Reappointment of Jim Lidderdale to the Planning and Zoning Commission for a 4-year term to expire July 10, 2021.
3. Appointment of Scott Delay to the Library Board for a 3-year term to expire June 30, 2020.
4. Appointment of Patrick Townsend to the Library Board for a 3-year term to expire June 30, 2020.

8. Supplemental Business

9. Adjournment

THE CITY OF DALTON
MAYOR AND COUNCIL MINUTES
WORK SESSION
JULY 17, 2017

The Mayor and Council held a Work Session this evening at 5:15 p.m. in the Council Chambers of City Hall. Present were Mayor Pro-tem Denise Wood, Aldermen Tyree Goodlett, Tate O'Gwin and Gary Crews and City Attorney James Bisson and several department heads. Mayor Mock was absent.

Mayor Pro-tem Woods reviewed with the Council each of the items on the agenda.

ADJOURNMENT

There being no further business to come before the Mayor and Council, the Work Session was Adjourned at 5:35 p.m.

Bernadette Chattam
City Clerk

Denise Wood, Mayor Pro-tem

Recorded

Approved: _____

Posted: _____

THE CITY OF DALTON
MAYOR AND COUNCIL MINUTES
JULY 17, 2017

The meeting of the Mayor and Council was held this evening at 6:00 p.m. in the Council Chambers of City Hall. Present were Mayor Pro-tem Denise Wood, Aldermen Tate O'Gwin, Tyree Goodlett, Gary Crews and City Attorney James Bisson. Mayor Dennis Mock was absent.

PLEDGE OF ALLEGIANCE

Girl Scout Troop #970 led the audience in the Pledge of Allegiance.

APPROVAL OF AGENDA

On the motion of Alderman O'Gwin, second Alderman Goodlett, the Mayor and Council approved the agenda. The vote was unanimous in favor.

PUBLIC COMMENTARY

The following citizens came before the Mayor and Council:

Danny Watson - Requesting Additional patrol on Rowena Street

Omar Barker - Requesting Additional patrol on Rowena Street

Larry Inkle - Opposed to City of Refuge locating on Morris Street

Jean O'Neal - Complaint about debris in ditch on private property from McClellan Creek

MINUTES

The Mayor and Council were presented written copies of the Work Session and Regular Meeting Minutes of June 19, 2017. On the motion of Alderman Goodlett, second Alderman Crews, the minutes were approved as written and adopted.

MAINTENANCE AGREEMENT BETWEEN THE CITY OF DALTON AND
AMERICAN AVIATION

On the motion of Alderman O'Gwin, second Alderman Goodlett, the Mayor and Council approved the Maintenance Agreement between the City of Dalton and American Aviation for Navigational Equipment at Dalton Municipal Airport. The vote was unanimous in favor.

PROPOSAL FROM DILBECK LAWN & LANDSCAPE DESIGN, INC.

The Mayor and Council reviewed the Proposal from Dilbeck Lawn & Landscape Design, Inc., for Completion of Landscape Maintenance Services at Dalton Municipal Airport. On the motion of Alderman O'Gwin, second Alderman Goodlett, the proposal was accepted. The vote was unanimous in favor.

ORDINANCE - FIRST READING

ORDINANCE 17-04

The Mayor and Council held a first reading for Ordinance 17-04 To Amend Chapter 54 Of The 2001 Revised Code Of The City Of Dalton Captioned "Fire Prevention and Protection" By Striking, Repealing And Deleting Section 54-1 Captioned "Fire Hydrants And Water Mains" In Its Entirety And Substituting In Lieu Thereof A New Section 54-31 Captioned "Fire Hydrants And Water Mains"; To Provide For An Effective Date; To Provide For The Repeal Of Conflicting Ordinances; To Provide For Severability; And For Other Purposes

RESOLUTION 17-09

On the motion of Alderman Goodlett, second Alderman O’Gwin, the Mayor and Council adopted Resolution 17-09 Authorizing The Adoption And Approval Of The Fiscal Year 2017-2018 Action Plan Under The Community Development Block Grant (CDBG) Program. The vote was unanimous in favor.

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) APPLICATION AND CERTIFICATIONS

The Mayor and Council reviewed the Community Development Block Grant (CDBG) Application and Certifications. On the motion of Alderman Goodlett, second Alderman Crews, the Mayor and Council approved the submission. The vote was unanimous in favor.

GEORGIA MOUNTAINS HEALTH SERVICES LEASE EXTENSION AGREEMENT

On the motion of Alderman O’Gwin, second Alderman Goodlett, the Mayor and Council agreed to give a 30 day extension on this Agreement until Mayor Mock returns for further discussion. The vote was unanimous in favor.

ADJOURNMENT

There being no further business to come before the Mayor and Council, the meeting was adjourned at 6:17 p.m.

Bernadette Chattam
City Clerk

Dennis Mock, Mayor

Recorded
Approved: _____
Posted: _____



ORDINANCE 17-04

To Amend Chapter 54 Of The 2001 Revised Code Of The City Of Dalton Captioned "Fire Prevention and Protection" By Striking, Repealing And Deleting Section 54-1 Captioned "Fire Hydrants And Water Mains" In Its Entirety And Substituting In Lieu Thereof A New Section 54-31 Captioned "Fire Hydrants And Water Mains"; To Provide For An Effective Date; To Provide For The Repeal Of Conflicting Ordinances; To Provide For Severability; And For Other Purposes.

BE IT ORDAINED by the Mayor and Council of the City of Dalton and by authority of the same, **IT IS HEREBY ORDAINED** as follows:

Section 1.

Amend Article II of Chapter 54 of the 2001 Revised Code of the City of Dalton by striking, repealing and deleting Section 54-1 captioned "Fire hydrants and water mains" and substituting in lieu thereof a new Section 54-31 captioned "Fire hydrants and water mains" which shall read as follows:

Sec. 54-1. - Fire hydrants and water mains.

- (a) Requirements for installation of fire hydrants and water mains thereto on property being developed shall be as follows:
 - (1) Any person from the effective date of the ordinance from which this section derives who constructs or owns any building for industrial or commercial usage, hospital, nursing or medical care home or facility, school or educational building, apartment, condominium, multifamily dwelling or single-family dwelling shall provide for the installation of fire hydrants and water mains thereto on the property being developed in conformity with the remainder of this section and all other applicable laws, regulations, ordinances and codes.
 - (2) Any person subject to subsection (a)(1) of this section shall submit a development plan showing the location of fire hydrants and water mains thereto with the Board of Water, Light and Sinking Fund Commissioners (Dalton Utilities) for purposes of approval prior to undertaking any construction. A duplicate of this plan shall be submitted to the City Fire Marshal contemporaneously with filing with Dalton Utilities. This plan shall be sufficiently detailed showing by metes and bounds the location of all fire hydrants and water mains thereto; the size and specifications of fire hydrants and water mains thereto; and materials to be used, including but not limited to pipes, valves and fittings. For purposes of all approvals under this subsection, the general manager of Dalton Utilities shall be considered as an authorized agent or delegate of Dalton Utilities. The City Fire Marshal or his designee is authorized to approve hydrant placing and spacing.
- (b) Standards for installation of water mains shall be as follows:
 - (1) Nothing less than an eight-inch water main shall be installed in any area except as follows:

- a. A maximum of 300 feet of six-inch water main may be installed on a dead-end street terminating in a permanent cul-de-sac;
 - b. A six-inch line less than 300 feet in length may be installed for structures built for industrial or commercial use when such main shall serve only one fire hydrant; and
 - c. A six-inch water main may be installed to connect an existing network of six-inch water mains upon approval of Dalton Utilities.
- (2) Dalton Utilities or the City Fire Department may require a larger water main than those specified in subsection (b)(1) of this section where in its judgment conditions warrant a larger water main for needed fire flow or other reasons.
- (3) The grade of water pipe to be installed pursuant to this section must be approved by Dalton Utilities. The requirements for approval by Dalton Utilities shall include but shall not be limited to hydrostatic testing and sterilization in accordance with the requirements set forth from time to time by Dalton Utilities.
- (c) No person subject to this section shall build, erect or install any sheeting or cover any studs on a job or building site until water mains and fire hydrants thereto shall have been installed, approved by Dalton Utilities and determined to be in an operable condition for firefighting by the City Fire Department.
- (d) No part of any building or structure subject to this section shall lie beyond a distance of 300 feet of hose lays from a fire hydrant in any area of development consistent with subsection (e) of this section. Development listed in subsection (g) of this section shall not exceed 500 feet of hose lays from a fire hydrant.
- (e) In buildings and structures for industrial and commercial usage, fire hydrants shall be spaced a distance not exceeding 600 feet. For purposes of this subsection, industrial or commercial usage shall include but shall not be limited to motel or hotel use, hospital, nursing or medical care facilities, office space, schools and educational buildings.
- (f) In apartment buildings, condominiums and multifamily residential buildings or structures, fire hydrants shall not be spaced a distance exceeding 500 feet.
- (g) In areas of single-family residential development, fire hydrants shall be spaced a distance not exceeding 1,000 feet.
- (h) Persons subject to this section shall install primary fire hydrants as close to a street intersection as possible, placing intermediate fire hydrants along a street or public right-of-way.
- (i) No fire hydrant shall be used for any purpose other than firefighting purposes without the approval of Dalton Utilities. In its discretion Dalton Utilities may determine that a fire hydrant requires metering for purposes of monitoring water flow. If metering is determined to be necessary by Dalton Utilities on any fire hydrant, the person subject to this section shall be liable for all costs of installation of the meter as well as all water costs for any unauthorized use of the fire hydrant.
- (j) Valves and fire service connections shall conform to the following:
- (1) All valves and fire service connections shall be subject to the approval and standards of Dalton Utilities.

- (2) Fire service connections shall not be less than 18 inches or more than 36 inches above the level of the adjoining ground or pavement. Threads of such connections shall be National Standard threads and shall be uniform with that used by the fire department. Fire hydrants shall have a one-inch square operating nut, a minimum six-inch shoe and a safety shear pin designed to prevent abuse or damage to other operating parts.
- (3) Fire hydrants shall be buried to a minimum depth of three feet in order to be fully frostproof (series S-frostproof with automatic drain valve) to give positive protection against damage by freezing.
- (4) All fire hydrants shall have two 2½-inch hose outlets and one 4½-inch pumper outlet.
- (k) Any fire hydrant installed pursuant to this section, wherever installed, shall be considered an extension of the City's public fire protection system, and the City and Dalton Utilities shall have a perpetual easement for purposes of access, maintenance, repair and use thereof.
- (l) All fire hydrants installed pursuant to this section shall be serviced and maintained by the person subject to this section, and any perpetual easement for maintenance, repair and use in the City or Dalton Utilities shall not be construed to impose any obligation upon the City and the Dalton Utilities to maintain or service any fire hydrant installed pursuant to this section.
- (m) All buildings permitted on the effective date of the ordinance from which this section derives shall be subject only to requirements existing on the date of permitting.

Section 2.

This Ordinance shall be effective upon the posting of this Ordinance in two (2) public places in the City of Dalton for five (5) consecutive days following its enactment by the Mayor and Council, the public health, safety, and welfare requiring it.

Section 3.

All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 4.

It is hereby declared to be the intention of the Mayor and Council of the City of Dalton that the section, paragraphs, sentences, clauses and phrases of this Ordinance are severable and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional or otherwise invalid by a court of competent jurisdiction such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance.

SO ORDAINED this ____ day of _____, 2017.

The foregoing Ordinance received its first reading on _____ and a second reading on _____. Upon second reading a motion for passage of the ordinance was made by Alderman _____, second by Alderman _____ and upon the question the vote is ____ ayes, ____ nays and the Ordinance is adopted.

ATTEST:

CITY CLERK

MAYOR

A true copy of the foregoing Ordinance has been published in two public places within the City of Dalton for five (5) consecutive days following passage of the above-referenced Ordinance as of _____.

CITY CLERK, CITY OF DALTON

THIS AGREEMENT is by and between the City of Dalton, Georgia ("Owner") and Astra Group, Inc. ("Contractor").

Owner and Contractor agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Haig Mill Lake Park.

ARTICLE 2 – THE PROJECT

- 2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Haig Mill Lake Park.

ARTICLE 3 – ARCHITECT/ENGINEER

- 3.01 The Project has been designed by Barge, Waggoner, Sumner and Cannon, Inc. Barge, Waggoner, Sumner and Cannon, Inc. is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Architect/Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents. For the purposes of authority under this Contract, the terms Engineer, Landscape Architect and Architect shall be deemed synonymous with Architect/Engineer.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Days to Achieve Substantial Completion and Final Payment*

- A. The Work will be substantially completed within 365 consecutive calendar days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 390 consecutive calendar days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.1 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.2 above, plus any extensions thereof allowed in

accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$750.00 for each day that expires after the time specified in Paragraph 4.2 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$250.00 for each day that expires after the time specified in Paragraph 4.2 above for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A below:
- A. For all Work, at the prices stated in Contractor's Proposal, attached hereto as an exhibit, Base Amount plus Alternates 1, 2, 3 and 4, in the total amount of Three Million Seven Hundred Seventy-Five Thousand Five Hundred Twenty-Seven and Twenty-Two Hundredths Dollars (\$3,775,527.22).

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by A/E as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment submitted monthly by a day of the month established at the Pre-Construction Conference. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts as A/E shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 200 percent of A/E's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 Final Payment

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by A/E as provided in said Paragraph 14.07.

ARTICLE 7 – INTEREST

- 7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of one half percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
 - A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Request for Proposal.
 - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph SC-4.2 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-4.6 of the Supplementary Conditions as containing reliable "technical data."
 - E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.
 - F. Based on the information and observations referred to in Paragraph 8.1.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given A/E written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by A/E is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 6, inclusive).
 - 2. Pre-Award Oath (one page)
 - 3. Residency Status Affidavit (one page)
 - 4. Performance Bond (pages 1 to 2 inclusive).
 - 5. Payment Bond (pages 1 to 3, inclusive).
 - 6. General Conditions (cover, table of contents and pages 1 to 75, inclusive).
 - 7. Supplementary Conditions (pages 1 to 9, inclusive).
 - 8. Specifications as listed in the table of contents of the Project Manual.
 - 9. Drawings as listed on the Drawing Index.
 - 10. Addenda (numbers 1 to 4, inclusive), and post Proposal submission revisions, incorporated herein.
 - 11. Exhibits to this Agreement (enumerated as follows):
 - a. Cost Form (pages 1 to 5 inclusive).
 - b. Georgia Security and Immigration Compliance Act Affidavits (pages 1 to 3, inclusive)
 - 12. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.

- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.5:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the procurement process or in the Contract execution;

Agreement Form

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the procurement process or the execution of the Contract to the detriment of Owner, (b) to establish Proposal or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Proposers, with or without the knowledge of Owner, a purpose of which is to establish Proposal prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on ____ day of _____, 20 ____, (which is the Effective Date of the Agreement).

OWNER:
CITY OF DALTON, GEORGIA

By: Dennis Mock

Title: mayor

Title: Bernadette Chatham, City Clerk

Address for giving notices:

300 West Waugh Street

Dalton, GA 30721

CONTRACTOR:
ASTRA GROUP, INC.

By: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Title: _____

Address for giving notices:

300 Churchill Court

Woodstock, GA 30188

**HAIG MILL LAKE PARK
COST FORM**

ITEM NO.		DESCRIPTION		UNIT	QUANTITY	UNIT COST	ITEM TOTAL	Comments/Revisions
GENERAL SITE								
1		Mobilization, Construction Facilities and Temporary Controls		LS	1	\$ 652,894.84	\$ 652,894.84	
2		Traffic Control		LS	1	\$ 14,504.01	\$ 14,504.01	
Demolition								
3		Surface Pavement Demolition		LS	1	\$ 9,116.82	\$ 9,116.82	
4		Building & Miscellaneous Demolition		LS	1	\$ 14,504.01	\$ 14,504.01	
Erosion and Sedimentation Control								
5		Sediment Trap		EA	2	\$ 512.82	\$ 1,025.64	
6		Stone Check Dms		EA	28	\$ 240.04	\$ 6,721.12	
7		Type C Silt Fence		LF	4000	\$ 3.88	\$ 15,520.00	
8		Tree Protection Fencing		LF	4000	\$ 2.31	\$ 9,240.00	
9		Temporary Diversion, Including Erosion Matting		LF	2000	\$ 9.42	\$ 18,840.00	
10		Rip-Rap (Type III) Stone		SY	135	\$ 54.88	\$ 7,408.80	
11		Construction Entrance/Exit		EA	2	\$ 1,578.49	\$ 3,156.98	
12		Inlet Protection		EA	29	\$ 129.50	\$ 3,755.50	
13A		Silt Log		LF	1100	\$ 8.23	\$ 9,053.00	
13B		Turbidity Curtain		LF	750	\$ 38.28	\$ 28,710.00	
14		Concrete Truck Clean-out		EA	2	\$ 1,162.23	\$ 2,324.46	
15		Outlet Protection		EA	14	\$ 178.77	\$ 2,502.78	
16		Erosion Control Matting for Slopes		SY	13500	\$ 0.93	\$ 12,555.00	
17		Clearing and Grubbing		AC	13.5	\$ 6,734.01	\$ 90,909.14	
18		Selective Clearing and Grubbing		AC	2	\$ 8,806.01	\$ 17,612.02	
19		Additional Tree Removal		EA	10	\$ 777.00	\$ 7,770.00	
EARTHWORK								
20		Unclassified Earthwork and Associated Items		LS	1	\$ 328,129.67	\$ 328,129.67	
21		Not Used						
22		Not Used						
23		Not Used						
24		Not Used						
Drainage Pipe								
25		4" Diameter Catch Basins, Grates, and Frames		EA	20	\$ 1,450.40	\$ 29,008.00	
26		15" Diameter Catch Basins, Grates, and Frames		EA	3	\$ 1,864.80	\$ 5,594.40	
27		Single Wing Catch Basin		EA	5	\$ 3,594.16	\$ 17,970.80	
28		Double Wing Catch Basin		EA	2	\$ 3,594.03	\$ 7,188.06	
29		4" Diameter Manhole, Grates, and Frames		EA	9	\$ 1,450.40	\$ 13,053.60	
30		8" Diameter Manhole, Grates, and Frames		EA	1	\$ 5,283.60	\$ 5,283.60	
31		Outlet Control Structure		EA	1	\$ 7,770.01	\$ 7,770.01	
32		Water Quality Unit		EA	2	\$ 23,620.82	\$ 47,241.64	
33		Filter Units		EA	2	\$ 4,144.01	\$ 8,288.02	
34		18" Concrete Headwall		EA	5	\$ 621.60	\$ 3,108.00	Per Plan
35		24" Concrete Headwall		EA	1	\$ 725.20	\$ 725.20	Per Plan
36		60" Concrete Headwall		EA	2	\$ 2,900.80	\$ 5,801.60	Per Plan
37		15" Concrete Headwall		EA	1	\$ 621.60	\$ 621.60	Per Plan
38		35" RCP Pipe		LF	10	\$ 34.19	\$ 341.90	
38A		15" HDPE Pipe		LF	2543	\$ 29.01	\$ 73,772.43	HDPE Per GDOT Spec (Keep 9" RCP on Haig Mill Rd)
39		18" RCP Pipe		LF	100	\$ 39.37	\$ 3,937.00	
39A		18" HDPE Pipe		LF	1000	\$ 34.19	\$ 34,190.00	HDPE Per GDOT Spec (Keep 56" RCP on Haig Mill Rd)
40		36" RCP Pipe		LF	1	\$ 64.23	\$ 64.23	
40A		36" HDPE Pipe		LF	20	\$ 58.02	\$ 1,160.40	HDPE Per GDOT Spec
41		60" RCP		LF	176	\$ 238.31	\$ 41,942.56	New Item
42		Not Used						
LANDSCAPE								
43		AR - Acer rubrum 'Autumn Blaze'		EA	10	\$ 334.24	\$ 3,342.40	2" Cal
44		BD- Betula nigra 'Duraheat'		EA	12	\$ 261.07	\$ 3,132.84	2" Cal

HAIG MILL LAKE PARK
COST FORM

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	ITEM TOTAL	Comments/Revisions
45	CP- Carya glabra	EA	10	\$ 416.12	\$ 4,161.20	2" Cal
46	NW - Nyssa sylvatica 'Wildfire'	EA	20	\$ 416.12	\$ 8,322.40	2" Cal
47	PO - Platanus occidentalis	EA	20	\$ 334.24	\$ 6,684.80	2" Cal
48	QL - Quercus lyrata	EA	20	\$ 457.94	\$ 9,158.80	2" Cal
49	QP - Quercus phellos	EA	25	\$ 457.94	\$ 11,448.50	2" Cal
Evergreen Trees (Botanical)						
50	IA - Ilex opaca	EA	18	\$ 246.32	\$ 4,433.76	Per Plan
51	MG - Magnolia grandiflora	EA	0	\$ 145.46	\$	2" Cal
52	PT - Pinus taeda	EA	25	\$ 261.07	\$ 6,526.75	2" Cal
Small Flowering Trees (Botanical)						
53	CC - Cercis canadensis 'Forest Pansy' TM	EA	25	\$ 246.31	\$ 6,157.75	Per Plan
54	CV - Chionanthus virginicus	EA	25	\$ 306.22	\$ 7,655.50	Per Plan
55	CF - Cornus florida 'Appalachian Spring'	EA	35	\$ 196.42	\$ 6,874.70	Per Plan
56	MV - Magnolia virginiana	EA	5	\$ 276.26	\$ 1,381.30	Per Plan
Seedling Trees (Botanical)						
57	Acer Saccharum/ Sugar Maple	EA	200	\$ 24.55	\$ 4,910.00	Per Plan
58	Nyssa Sylvatica/ Blackgum	EA	200	\$ 27.17	\$ 5,434.00	Per Plan
59	Drydenum arboreum/ Sourwood	EA	200	\$ 33.86	\$ 6,772.00	Per Plan
60	Quercus Alba/ White Oak	EA	200	\$ 24.55	\$ 4,910.00	Per Plan
61	Quercus prinus/ Chestnut Oak	EA	200	\$ 24.55	\$ 4,910.00	Per Plan
62	Cercis canadensis / Redbud	EA	100	\$ 24.55	\$ 2,455.00	Per Plan
63	Cornus florida 'Appalachian Spring' / Dogwood	EA	100	\$ 31.77	\$ 3,177.00	Per Plan
Shrubs and Grasses (Botanical)						
64	AGR - Abelia x grandiflora 'Rose Creek'	EA	15	\$ 22.65	\$ 339.75	Per Plan
65	AEA - Acaes-Enocsa-Autumn-Angel-TM- GG Gerbig Azaalea	EA	25	\$ 32.05	\$ 801.25	3 Gal sub to GG Gerbig
66A	CKF - Calamagrostis x acutiflora 'Karl Foerster'	EA	300	\$ 18.07	\$ 5,421.00	1 Gal
66B	CAK - Calamagrostis x acutiflora 'Karl Foerster'	EA	40	\$ 24.65	\$ 986.00	Per Plan
67	CG2 - Carex grayi	EA	50	\$ 23.93	\$ 1,196.50	1 Gal
68	CG1 - Carex grayi	EA	15	\$ 21.85	\$ 327.75	Per Plan
69	ED1 - Eupatorium dubium	EA	25	\$ 22.47	\$ 561.75	Per Plan
70	FGB - Fothergilla gardenii 'Blue Mist'	EA	12	\$ 40.71	\$ 488.52	Per Plan
71	HQP - Hydrangea quercifolia 'Pee Wee'	EA	10	\$ 44.70	\$ 447.00	Per Plan
72	HCL - Hymenocallis litorum	EA	50	\$ 26.64	\$ 1,332.00	Per Plan
73	IMB - Ilex x meserveae 'Blue Princess' TM	EA	3	\$ 41.55	\$ 124.65	3 Gal
74	IV1 - Iris virginica	EA	40	\$ 17.75	\$ 710.00	Per Plan
75	IVH - Itea virginica 'Henry's Garnet'	EA	25	\$ 20.26	\$ 506.50	Per Plan
76	JE1 - Juncus effusus	EA	100	\$ 15.76	\$ 1,576.00	Per Plan
77A	MC3 - Muhlenbergia capillaris (4" Pot)	EA	500	\$ 11.27	\$ 5,635.00	Per Plan
77B	MC2 - Muhlenbergia capillaris (1 Gal)	EA	50	\$ 10.82	\$ 541.00	4" Pot
78	NC1 - Nyktelbergia caoukurus (3 Gal)	EA	180	\$ 27.40	\$ 4,932.00	Per Plan
79A	PV1 - Pezandra virginica	EA	60	\$ 18.16	\$ 1,089.60	Per Plan
79B	PV2 - Panicum Virgatum 'Shenandoah' (4" Pot)	EA	500	\$ 12.68	\$ 6,340.00	Per Plan
80	PHM - Pennisetum alopecuroides 'Hemel'	EA	25	\$ 24.65	\$ 616.25	Per Plan
81	PCL - Pontederia cordata	EA	40	\$ 20.08	\$ 803.20	1 Gal
82	PLO - Prunus laurocerasus 'Otto Luyken'	EA	10	\$ 54.69	\$ 546.90	Per Plan
83	RAG - Rhus aromatica 'Gro-Low'	EA	50	\$ 17.75	\$ 887.50	Per Plan
84	SL1 - Schizachyrium scoparium	EA	65	\$ 16.67	\$ 1,083.55	Per Plan
Groundcover (Botanical)						
85	LMB - Liriope muscari 'Big Blue'	EA	300	\$ 8.68	\$ 2,604.00	
86	SOD - Cynodon dactylon 'Turfway 419'	SF	11500	\$ 0.68	\$ 7,820.00	
87	Native Grass Seed Mix	SF	75000	\$ 0.13	\$ 9,750.00	
88	Wildflower Meadow Seed Mix	SF	55000	\$ 0.15	\$ 8,250.00	
89	Temporary Seed	SF	99999.5	\$ 0.02	\$ 1,999.99	
Mulch						
90	Shredded Hardwood Mulch	CY	100	\$ 57.03	\$ 5,703.00	Change to Pine Straw
91	Shredded Leaf-Mulch-Pine Straw	CY	2100	\$ 10.42	\$ 21,882.00	
HARDSCAPE IMPROVEMENTS						
92	Pavement Marking and Delineation	LS	1	\$ 7,422.95	\$ 7,422.95	

**HAIG MILL LAKE PARK
COST FORM**

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	ITEM TOTAL	Comments/Revisions:
93	Light Duty Asphalt Pavement & base stone	SF	34000	\$ 3.43	\$ 116,620.00	
93A	GAB base stone Paving	SF	29000	\$ 1.28	\$ 37,120.00	Change 29,000 sf Light Duty to GAB stone only
94	Heavy Duty Asphalt Pavement & base stone	SF	57000	\$ 4.18	\$ 238,260.00	
95	Asphaltic Restoration (Utility Installation)	SY	35	\$ 185.67	\$ 6,498.45	
96	Extruded Curb	LF	5000	\$ 13.61	\$ 68,050.00	
97	Concrete Curb and Gutter	LF	2801	\$ 13.90	\$ 38,933.90	Delete Serpentine Walk behind Visitor's Center (+/-10,500 sf)
98	Concrete Walks	SF	14500	\$ 3.33	\$ 48,285.00	Delete Stairs behind Visitor's Center
99	Concrete Stairs & Check Walls	SF	0	\$ 84.58	\$ -	
Decorative Masonry Entry Columns						
100A	Cast-In-Place Retaining Wall w/Veneer- Diamond Pro	SF	500	\$ 80.02	\$ 40,010.00	Swap to Diamond Pro (inc Engineering)
100B	Modular Concrete Block Retaining Wall	SF	150	\$ 42.50	\$ 6,375.00	No change in price - will be built to match other walls
101	6' Ht. Vinyl Coated Chain-link Fence	LF	2700	\$ 20.26	\$ 54,702.00	
102	6' Chain-link Single-swing Man Gate (Manual)	EA	1	\$ 284.91	\$ 284.91	
103	26' Double Swing Chain-link Gates (Manual)	EA	1	\$ 984.21	\$ 984.21	
105	15' sliding Electronic Chain-link Gates	EA	1	\$ 8,800.82	\$ 8,800.82	Delete gate at Upper Dam
106	Decorative Entry Gate	EA	1	\$ 11,385.65	\$ 11,385.65	
107	ADA Ramp Hand Rails	LF	300	\$ 77.70	\$ 23,310.00	
108	Stair Hand Rails	LF	0	\$ 77.70	\$ -	Delete Stairs behind Visitor's Center
109A	Dumpster Enclosure and Heavy Duty Concrete Pad	EA	1	\$ 7,583.94	\$ 7,583.94	
UTILITIES (Electrical, Water, Sewer, Security)						
109B	Primary Electrical Service (Three Phase)	LF	1300	\$ 41.34	\$ 53,742.00	
109C	Electrical Service to Visitor's Building (Three Phase)	LF	40	\$ 79.59	\$ 3,183.60	
110A	Telephone/ Communications Conduit	LF	300	\$ 15.36	\$ 4,608.00	
110B	Type "A" Roadway Luminaire, Single-Head, Pole and Pole base	LF	1300	\$ 10.31	\$ 13,403.00	
111	Type "A" Roadway Luminaire, Double Head, Pole and Pole base	EA	4	\$ 1,816.80	\$ 7,267.20	4" pole, standard color, fixed fixture
112	Writing Box and Fuses for Type "A" Luminaires	SETS	2	\$ 1,905.64	\$ 3,811.28	4" pole, standard color, fixed fixture
113	Conduit and Wire for Type "A" Luminaires	LF	6	\$ 127.91	\$ 767.46	
114	Misc. Conduit, Wire, Fittings, Etc.	LS	800	\$ 15.49	\$ 12,392.00	
115	Pads for Utility Transformers	EA	1	\$ 687.15	\$ 687.15	
116	8" DIP Water Service	EA	3	\$ 2,114.28	\$ 6,342.84	
117	6" DIP service	LF	2100	\$ 61.17	\$ 128,457.00	
118	2.5" Copper Water Service w/Back Flow Preventer	EA	110	\$ 36.26	\$ 3,988.60	
119	Fire Hydrant Assembly	EA	1	\$ 22,533.02	\$ 22,533.02	
120	6" Back Flow Preventer	EA	3	\$ 3,626.01	\$ 10,878.03	
121	Tapping Sleeves and Gate Valves (8"x6")	EA	1	\$ 6,837.61	\$ 6,837.61	
122	Tapping Sleeves and Gate Valves (8"x8")	EA	1	\$ 3,108.00	\$ 3,108.00	
123	Not Used	EA	1	\$ 3,108.00	\$ 3,108.00	
124	Casing Pipe Installed by Jack and Bore	EA	1	\$ 438.39	\$ 438.39	
125	8" DIP Sanitary Sewer	LF	40	\$ 82.88	\$ 3,315.20	
126	6" DIP Sanitary Sewer Service Lateral	LF	1400	\$ 51.80	\$ 72,520.00	
127	4" DIP Sanitary Sewer Service Lateral	LF	120	\$ 1,813.00	\$ 217,560.00	
128	4" Diameter Manholes (Sewer)	EA	35	\$ 51.80	\$ 1,813.00	
129	Core Existing Manhole (Sewer)	EA	10	\$ 3,108.00	\$ 31,080.00	
130	Pump Station	EA	1	\$ 880.60	\$ 880.60	
131	2" HDPE Force Main	LS	1	\$ 15,540.02	\$ 15,540.02	
132	2" Flushing Connections	LF	300	\$ 31.08	\$ 9,324.00	
133	Irrigation System	EA	2	\$ 828.80	\$ 1,657.60	
134A	Supplemental Watering During Warranty Period for Landscape Material	LS	1	\$ 7,452.53	\$ 7,452.53	
134B	Supplemental Watering During Warranty Period for Landscape Material	MO	12	\$ 1,630.24	\$ 19,562.88	
SIGNAGE AND INTERPRETIVE EXHIBITS						
135	Type D1 - Interpretive with Imagery	EA	2	\$ 1,553.99	\$ 3,107.98	
136	Type R - Regulatory Signage	EA	10	\$ 518.00	\$ 5,180.00	
BUILDINGS AND STRUCTURES						
137	Not Used	EA	2	\$ 1,268.57	\$ 2,537.14	Delete 2 Shelter pads
138	Picnic Shelter Concrete Pads	EA	1	\$ 5,074.29	\$ 5,074.29	
139	Boat Storage Shelter Concrete Pads	EA	2	\$ 3,180.82	\$ 6,361.64	
140	Entry Column A	EA	0	\$ 2,825.15	\$ -	Delete
141	Entry Column B	EA	0	\$ 2,208.62	\$ -	Delete
142	Entry Column C	EA	0	\$ 4,016.27	\$ -	Delete
143	Entry Wall A	EA	0	\$ -	\$ -	

**HAIG MILL LAKE PARK
COST FORM**

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	ITEM TOTAL	Comments/Revisions
144	Entry Wall B	EA	0	\$ 18,582.37	\$	Delete
145	Entry Wall C	EA	0	\$ 43,269.86	\$	Delete
146	Entry Signage Feature	EA	1	\$ 10,360.01	\$ 10,360.01	
147	Floating Dock	EA	1	\$ 14,562.95	\$ 14,562.95	Delete Dock behind Visitor's Center
148	Protective Buoy	LF	600	\$ 5.18	\$ 3,108.00	
	BASE PROPOSAL, ITEMS 1 THROUGH 148, INCLUSIVE, TOTAL:				\$ 3,047,593.06	
ADDITIVE ALTERNATE 1 - LOWER PAVILION						
HARDSCAPE IMPROVEMENTS						
A1.1	Concrete Walk	SF	5800	\$ 3.33	\$ 19,314.00	
A1.2	2" PVC Water Service and Water Meter	LF	130	\$ 50.24	\$ 6,531.20	
SIGNAGE AND SITE FURNISHINGS						
A1.3	Type D1 - Interpretive Signage with Imagery	EA	1	\$ 1,554.01	\$ 1,554.01	
BUILDINGS AND STRUCTURES						
A1.4	Lower Picnic/Restroom Building	EA	1	\$ 130,057.20	\$ 130,057.20	
A1.4A	Lower Picnic/Restroom Building Additions	EA	1	\$ 54,942.80	\$ 54,942.80	Proposed Changes to Rental Pavilion In accordance with Dwg A1.5
	ADDITIVE ALTERNATE NO. 1 TOTAL:				\$ 212,398.21	
ADDITIVE ALTERNATE 2 - OUTDOOR CLASSROOM						
HARDSCAPE IMPROVEMENTS						
A2.1	Concrete Walk	SF	7100	\$ 3.33	\$ 23,643.00	
A2.2	Primitive Path	SF	1750	\$ 0.93	\$ 1,627.50	Per Plan
MISC SITE ELEMENTS						
A2.3	Type D1 - Interpretive Signage with Imagery	EA	2	\$ 1,553.99	\$ 3,107.98	
A2.4	Outdoor Classroom/ Restroom Building	EA	1	\$ 130,057.20	\$ 130,057.20	
A2.5	Observation deck	EA	0	\$ 24,948.59	\$	Delete
	ADDITIVE ALTERNATE 2 TOTAL:				\$ 158,435.68	
ADDITIVE ALTERNATE 3 - LAKE LOOP						
A3.1	Construction Facilities and Temporary Controls	LS	1	\$ 7,770.01	\$ 7,770.01	
Demolition						
A3.2	Miscellaneous Demolition	LS	1	\$ 3,626.01	\$ 3,626.01	
Erosion and Sedimentation Control						
A3.3	Check Dams	EA	10	\$ 240.13	\$ 2,401.30	
A3.4	Temporary Diversion, Including Erosion Matting	LF	100	\$ 9.42	\$ 942.00	
A3.5	Road Repair Compacted Stone	TON	100	\$ 36.26	\$ 3,626.00	
A3.6	Construction Entrance/Exit	EA	2	\$ 1,578.49	\$ 3,156.98	
A3.7	Silt Log	LF	10000	\$ 8.23	\$ 82,300.00	
A3.8	Concrete Truck Clean-out	LS	1	\$ 2,324.48	\$ 2,324.48	
A3.9	NOT USED					
A3.10	NOT USED					
A3.11	Selective Clearing and Grubbing	AC	1	\$ 8,806.01	\$ 8,806.01	
A3.12	Earthwork - Unclassified Excavation	LS	1	\$ 16,093.47	\$ 16,093.47	
A3.13	NOT USED					
A3.14	NOT USED					
A3.15	NOT USED					
A3.16	NOT USED					
A3.17	18" RCP Pipe	LF	100	\$ 39.37	\$ 3,937.00	
A3.18	24" RCP Pipe	LF	200	\$ 45.73	\$ 9,146.00	
A3.19	Rip-Rap Class B (Bank Stabilization)	TON	100	\$ 62.16	\$ 6,216.00	
A3.20	Permanent Seeding, Mulch, Fertilizer	SF	10000	\$ 0.03	\$ 300.00	
A3.21	Temporary Seeding, Mulch, Fertilizer	SF	10000	\$ 0.02	\$ 200.00	
A3.22	Sodding	SF	10000	\$ 0.51	\$ 5,100.00	
HARDSCAPE IMPROVEMENTS						
A3.23	Primitive Path	SF	66000	\$ 0.93	\$ 61,380.00	Per Plan
Signage and Site Furnishings						

**HAIG MILL LAKE PARK
COST FORM**

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	ITEM TOTAL	Comments/Revisions
A3.24	Type C - Pedestrian Directional	EA	3	\$ 518.00	\$ 1,554.00	
BUILDINGS AND STRUCTURES						
A3.25	Floating Fishing Dock	EA	4	\$ 12,501.23	\$ 50,004.92	
ADDITIVE ALTERNATE 3 TOTAL						
					\$ 289,684.18	
ADDITIVE ALTERNATE 4 - HILLTOP OVERLOOK						
GENERAL SITE						
Erosion and Sedimentation Control						
A4.1	Silt Log	LF	1000	\$ 8.23	\$ 8,230.00	
A4.2	Erosion Control Matting for Slopes	SY	1000	\$ 0.93	\$ 930.00	
A4.3	Clearing and Grubbing	AC	1	\$ 6,734.01	\$ 6,734.01	
A4.4	Selective Clearing and Grubbing	AC	1	\$ 8,806.01	\$ 8,806.01	
A4.5	Earthwork - Unclassified Excavation	LS	1	\$ 9,842.01	\$ 9,842.01	
HARDSCAPE IMPROVEMENTS						
A4.6	Concrete Walk	SF	5400	\$ 3.33	\$ 17,982.00	
A4.7	Retaining Wall- Diamond Pro Wall	SF	760	\$ 33.78	\$ 25,672.80	Swap to Diamond Pro (must be engineered)
MISC SITE ELEMENTS						
A4.8	Signage and Site Furnishings	EA	2	\$ 518.00	\$ 1,036.00	
A4.9	Type D1 - Interpretive with Imagery	EA	2	\$ 1,553.99	\$ 3,107.98	
BUILDINGS AND STRUCTURES						
A4.10	Picnic Shelter Concrete Pads	EA	4	\$ 1,268.57	\$ 5,074.28	
ADDITIVE ALTERNATE 4 TOTAL						
					\$ 87,415.09	
ADDITIVE ALTERNATE 5 - MAIN VISITOR'S CENTER BUILDING						
BUILDINGS AND STRUCTURES						
AS.1	Main Visitor's Center Bldg	LS	0	\$ 2,217,354.72	\$	Delete
ADDITIVE ALTERNATE 5 TOTAL						
					\$	
ADJUSTED TOTAL WITH VE REVISIONS - TOTAL PROPOSAL, INCLUDING ADDITIVE ALTERNATIVES 1-4 THROUGH 5-					\$ 3,775,527.22	Total VE savings

STATE OF GEORGIA


COUNTY OF WHITFIELD

In accordance with O.C.G.A. §36-91-21(e), we, the undersigned of Astra Group, Inc., being first duly sworn, deposes and says that:

We have not directly or indirectly violated O.C.G.A. §36-91-21 (d), and more specifically, we have not

- prevented or attempted to prevent competition in such proposals by any means whatever,
- prevented or endeavored to prevent anyone from making a proposal thereof by any means whatever, nor
- caused or induced another to withdraw a proposal for the work.

We, the undersigned, to the best of our knowledge, affirm that no other officers, agents or other persons acted for or represented the Contractor in the proposal for and procurement of this Contract.

Signature	Printed Name	Title	Date
	Andrew Lindsay	President	6/30/17
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

 My Commission Expires: 5/15/18
(Notary Public)

(SEAL)

END OF SECTION

Renee C Latham
NOTARY PUBLIC
Cherokee County, GEORGIA

**Affidavit Verifying Residency Status of an Applicant as Required by
The Georgia Security and Immigration Compliance Act**

By executing this affidavit under oath, as an applicant for a City of Dalton, Georgia contract, or other public benefit as referenced in the Georgia Security and Immigration Compliance Act (O.C.G.A. § 50-36-1), I am stating the following with respect to my application and award for a contract with the City of Dalton, Georgia.

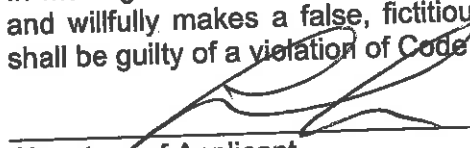
 X I am a United States citizen

OR

 I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.*

Attach a copy of the document verifying your status (front and back) to this Affidavit.

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.


Signature of Applicant

6/30/17
Date

Andrew Lindsay
Printed Name

*Alien registration number for non-citizens

Applying on Behalf of/Name of Associated Business

SUBSCRIBED AND SWORN BEFORE ME
ON THIS 30 DAY OF June,
201 7

Renee C Lathem
NOTARY PUBLIC
Cherokee County, GEORGIA


Notary Public

My Commission Expires:
5/13/18

*Note: O.C.G.A. 50-36-1(e)(2) requires that aliens under the federal Immigration and nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of "alien", legal permanent residents must also provide their alien registration number.

END OF SECTION

Performance Bond

CONTRACTOR (name and address):

Astra Group, Inc.
300 Churchill Court
Woodstock, GA 30188

SURETY (name and address of principal place of business):

Arch Insurance Company
Harborside 3, 210 Hudson Street, Suite 300,
Jersey City, NJ 07311-1107

OWNER:

City of Dalton, Georgia
300 West Waugh Street
Dalton, GA 30720

Arch Insurance Company
300 Plaza Three
Jersey City, NJ 07311

CONSTRUCTION CONTRACT

Effective Date of the Agreement: _____
Amount: \$3,775,527.22
Description: Haig Mill Lake Park

BOND

Bond Number: SU 1145373
Date (not earlier than the Effective Date of the Agreement of the Construction Contract): _____
Amount: \$3,775,527.22

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Astra Group, Inc.

(seal)
By: _____
Signature

Andrew Lindsay
Print Name

President
Title

Attest: _____
Signature George H. Jr.
CFU

Title

SURETY

Arch Insurance Company

(seal)
By: _____
Signature (attach power of attorney)

Marvala Erinkitola
Print Name

Attorney-In-Fact
Title

Attest: _____
Signature

Melissa Potts, Attorney-In-Fact
Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (name and address):
 Astra Group, Inc.
 300 Churchill Court
 Woodstock, GA 30188

SURETY (name and address of principal place of business):
 Arch Insurance Company
 Harborside 3, 210 Hudson Street, Suite 300,
 Jersey City, NJ 07311-1107

OWNER (name and address):
 City of Dalton, Georgia
 300 W. Waugh Street
 Dalton, GA 30720

Arch Insurance Company
 300 Plaza Three
 Jersey City, NJ 07311

CONSTRUCTION CONTRACT

Effective Date of the Agreement: _____

Amount: \$3,775,527.22

Description: Haig Mill Lake Park

BOND

Bond Number: SU 1145373

Date (not earlier than the Effective Date of the Agreement of the Construction Contract): _____

Amount: \$3,775,527.22

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Astra Group, Inc.

(seal)

By: _____

Signature

Andrew Lindsay

Print Name

President

Title

Attest: _____

Signature

CEO

Title

SURETY

Arch Insurance Company

(seal)

By: _____

Signature (attach power of attorney)

Marvala Erinkitola

Print Name

Attorney-In-Fact

Title

Attest: _____

Signature

Melissa Potts, Attorney-In-Fact

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CITY OF DALTON, GEORGIA



CONTRACT DOCUMENTS

For

PROJECT:

2017 LMIG MILLING AND RESURFACING

VARIOUS CITY STREETS

DALTON PROJECT NO. PW-2017-LMIG

CITY OF DALTON PUBLIC WORKS DEPARTMENT

PO BOX 1205

DALTON, GEORGIA 30722

CONTRACT

THIS AGREEMENT made this the 7 day of August, 2017, by
and between the CITY OF DALTON, GEORGIA, hereinafter called "Owner",
and Bartow Paving Company, Inc.

a contractor doing business as an individual, a partnership, or a corporation* of the City
of Cartersville, County of Bartow, and State of Georgia
hereinafter called "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements
hereinafter mentioned, to be made and performed by the Owner, the Contractor hereby
agrees to commence and complete the construction of the project entitled:

2017 MILLING AND RESURFACING
VARIOUS CITY STREETS – DALTON PROJECT NO. PW-2017-LMIG

hereinafter called the "Project", for the sum of \$1,274,265.72
Dollars (one million two hundred seventy four thousand two hundred sixty five dollars and
seventy two cents) and all extra work in connection therewith, under the terms as stated
in the Contract Documents, and at his (*its or their*) own proper cost and expense to furnish
all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance
and other accessories and services necessary to complete the said project in accordance
with the conditions and prices stated in the proposal, the General Conditions of the
Contract, the specifications and contract documents therefore as prepared by the Owner
and as enumerated in Paragraph 2 of the General Conditions, all of which are made a
part hereof and collectively constitute the Contract.

The Contractor hereby agrees to commence work under this contract on or before a date
to be specified in a written "Notice to Proceed" of the Owner and to fully complete the
project within 120 consecutive calendar days thereafter as stipulated in the
specifications. The Contractor further agrees to pay as liquidated damages the sum of
\$300.00 for each consecutive calendar day thereafter as hereinafter provided in the
General Conditions under "Time of Completion and Liquidated Damages."

*Strike out inapplicable terms.



CONTRACT
(Continued)

The Owner agrees to pay the Contractor in current funds for the performance of the contract, subject to additions and deductions as provided in the General Conditions of the Contract, and to make payments on account thereof as provided in "Payments to Contractor," of the General Conditions.

IN WITNESS WHEREOF, the parties to those presents have executed this contract in five (5) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

ATTEST:

CITY OF DALTON, GEORGIA

City Clerk

By: _____ SEAL

Witness

Mayor
Title

ATTEST:

Bartow Paving Company, Inc.

Secretary

By: _____ SEAL

Witness

President
Title

Secretary of Owner should attest. If Contractor is corporation, secretary should attest.

Give proper title of each person executing contract.



CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with City of Dalton has registered with and is participating in a federal work authorization program* (any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with City of Dalton, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Dalton at the time the subcontractor(s) is retained to perform such service.

The undersigned Contractor is using and will continue to use the federal work authorization program throughout the contract period.

149803

11/03/2009

EEV/Basic Pilot Program* User Identification Number

Brian Bullock

07/11/2017

BY: Authorized Officer or Agent
(Contractor Name)

Date

SR. ESTIMATOR

Title of Authorized Officer or Agent of Contractor

BRIAN BULLOCK

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
11th DAY OF JULY

2017

Landis S. Carnes

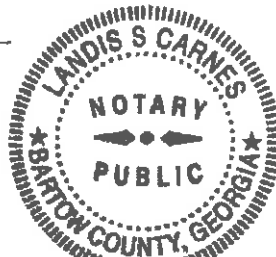
Notary Public

My Commission Expires:

Landis S. Carnes

Notary Public, Bartow County, GA

My Commission Expires November 5, 2020



* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).



2017 Milling and Resurfacing - Project Summary Sheet - Dalton Public Works Department
Various City Streets - Dalton Project No PW-2017-LMIG

No.	Road Name	Beginning	Ending	Total Length (Miles)	Street Width	Milling Required? (Approx SY)	Required Asphalt Topping Mix Design Code (Approx TN)	Required Asphalt Topping Spread Rate	Thermoplastic Striping?	RPMS?
1	Burleyson Road	N Thornton Avenue	Broadnick Drive	0.156	+/-36.5' Wide Asphalt Surface	Yes (3500); 1.5" full depth entire width	402-3102 (290)	165 lbs/square yard	Arrows, Word, Stop Bars, Crosswalk, Centerline, Lane Line	Yes
2	Cappes Street	Waugh Street	Vernon Avenue	0.227	+/- 33.5' Wide Asphalt Surface	Yes (4470); 1.5" full depth entire width	402-3101 (370)	165 lbs/square yard	Arrow, Word, Stop Bars, Centerline, Lane Line	Yes
3	Cockburn Street	Underwood Street	Dead End	0.155	+/- 26' Wide Asphalt Surface	Yes (2370); Mill 1" @ Gutter line to 0" @ Centerline	402-3101 (200)	165 lbs/square yard	Stop Bar Only	No
4	Colorado Drive	Frazier Drive	Veterans Drive	0.231	+/- 26' 4" Wide Asphalt Surface	Yes (3575); 1.5" @ gutter line to 0" @ Centerline	402-3101 (295)	165 lbs/square yard	Stop Bar Only	No
5	Delaware Drive	Frazier Drive	Veterans Drive	0.227	+/- 26' Wide Asphalt Surface	Yes (3470); Mill 1.5" at gutter line to 0" @ Centerline	402-3101 (290)	165 lbs/square yard	Stop Bar Only	No
6	Factory Street	Moore Street	Dead End	0.415	+/- 18' Wide Asphalt Surface	Yes (4380); 1.75" full depth entire width	402-3100 (365)	165 lbs/square yard	Stop Bar Only	No
7	Hagen Street	Glenwood Avenue	Spencer Street	0.053	+/- 26.5' Wide Asphalt Surface	Yes (825); 1.5" full depth entire width	402-3100 (70)	165 lbs/square yard	Words, Stop Bars	No
8	Hagen Street	Green Street	Spencer Street	0.051	+/- 27.5' Wide Asphalt Surface	Yes (825); 1.5" full depth entire width	402-3100 (70)	165 lbs/square yard	Words, Stop Bars	No
9	McGhee Drive	Walnut Avenue	E. Morris Street	0.284	+/- 26' Wide Asphalt Surface	Yes (4500); 1.5" @ gutter line to 0" @ Center line	402-3103 (380)	165 lbs/square yard	Arrows, Stop Bars, Crosswalk, Centerline, Lane Line	Yes
10	S Hamilton Extension	Brickyard Road	Callehan Road	0.715	+/-30' Wide Asphalt Surface	No	402-3130 (1040)	165 lbs/square yard	Words, Stop Bar, Centerline, Edgelines	Yes
11	School Street	Jones Street	Cappes Street	0.239	+/- 26' Wide Asphalt Surface	Yes (3640); 1.5" full depth entire width	402-3101 (305)	165 lbs/square yard	Words, Stop Bar	No
12	Showalter Avenue	Riverbend Drive	Dead End	0.196	+/- 29.5' Wide Asphalt Surface	Yes (3395); 1.5" full depth entire width	402-3101 (280)	165 lbs/square yard	Stop Bar Only	No

2017 Milling and Resurfacing - Project Summary Sheet - Dalton Public Works Department
Various City Streets - Dalton Project No PW-2017-LMIG

No.	Road Name	Beginning	Ending	Total Length (Miles)	Street Width	Milling Required? (Approx SY)	Required Asphalt Topping Mix Design Code (Approx TN)	Required Asphalt Topping Spread Rate	Thermoplastic Striping?	RPMS?
13	Spencer Street	Hawthorne Street	Tyler Street	0.246	+/- 28.5' Wide Asphalt Surface	Yes (4120); 1.5" full depth entire width	402-3101 (340)	165 lbs/square yard	Words, Stop Bars	No
14	Sycamore Circle	Woodpark Drive	Woodpark Drive	0.234	+/- 26' Wide Asphalt Surface	Yes (3570); 1.5" full depth entire width	402-3100 (295)	165 lbs/square yard	No	No
15	Dug Gap Road	Walnut Avenue	Intersection @ Threadmill Road/W. Dug Gap Mtn. Road	1.442	+/- 24'-48' Wide Asphalt Surface	Yes (24500); Outside Lanes 1.5" at gutterline to 0" @ lane line; all decel lanes and side streets 1.5" full depth; 100' butt joints at begin and end termini	402-3130 (2320)	165 lbs/square yard	Arrows, Words, Stop Bars, Lane Line, Centerline, TWLTL, Skip Lines, Yellow Island	Yes
16	E. Morris Street	Walnut Avenue	5th Avenue/Fields Avenue	1.393	+/- 36'-85' Wide Asphalt Surface	Yes (40255); 1.5" full depth entire width; all decel lanes and side streets 1.5" full depth; 100' butt joints at begin and end termini	402-3130 (3325)	165 lbs/square yard	Arrows, Stop Bars, TWLTL, Edgelines, Skip Lines	Yes
17	Malden Lane	Tyler Street	Hawthorne Street	0.253	+/- 22' Wide Asphalt Surface	No	402-3100 (270)	165 lbs/square yard	Stop Bar Only	No
18	Bolero Street	Showalter Ave	Mattie Lane	0.061	+/- 25' Wide Asphalt Surface	No	402-3100 (75)	165 lbs/square yard	Stop Bar Only	No
Total =				6.518						

Blue Shading Represents Streets Included In GDOT LMIG 2017 Project Report

LEASE AGREEMENT

Georgia, Whitfield County

THIS LEASE AGREEMENT ("this Lease") made and entered into this the 8th day of August, 2017, by and between the **City of Dalton, Georgia** (the "Lessor"), and the **Georgia Mountains Health Services, Inc.**, a Georgia non-profit corporation, (the "Lessee").

W I T N E S S E T H :

1. PREMISES. Lessor, for the consideration of the rents, covenants, agreements and stipulations herein contained to be kept and performed by Lessee, hereby agrees to lease to Lessee and Lessee hereby agrees to hire from Lessor, at the rent and upon the conditions herein set forth, the premises located within the Mack Gaston Community Center at 218 N. Fredrick Street, Dalton, Georgia (the "Building") as more particularly described as the crosshatched areas shown on drawings attached hereto as Exhibit "A," and incorporated herein by reference, together with all appurtenances thereto (the "Premises"), including the non-exclusive use of the parking lot, the common areas (excluding recreational areas) and the trash dumpster provided by the Lessor. Lessee's use of the parking lot and common areas is limited to the uses available to the public in general. Lessee accepts the Premises, its HVAC, electrical, plumbing and all other systems "as-is".

2. PURPOSE. The Premises shall be used and occupied by Lessee in connection with the Lessee's operation of its primary care clinic to provide affordable health care to the community and for no other purposes.

3. TERM. The term of this Lease shall commence on August 8, 2017 and terminate on July 31, 2018 at midnight, unless sooner terminated by a breach of the terms and conditions of this Lease by Lessee, or by abandonment of the Premises by Lessee. Lessee shall surrender the Premises to Lessor immediately upon the termination of the lease term. If Lessee desires to extend this Lease for an additional one year term, it shall give written notice to Lessor of its desire to extend no later than one hundred eighty days (180) days prior the expiration of the original Lease term, Lessor shall have the right to refuse to extend this Lease provided Lessor give Lessee written notice that it will not extend this Lease no later than sixty (60) days prior the expiration of the original Lease term. If Lessor fails to give timely notice of its decision to not extend this Lease, then this Lease shall automatically extend for an additional year.

4. RENT. Lessee agrees to pay Lessor as rental for the use of the above described Premises the sum of \$1.00 per year.

5. ADDITIONAL RENT. Lessee agrees to pay as rent, in addition to the minimum rental reserved in Paragraph 4 hereinabove, the following:

5.1. Any and all sums which may become due by reason of the failure of Lessee to comply with all covenants of this Lease, Lessee agreeing to pay any and all damages, costs or

expenses which Lessor may suffer or incur by reason of any default of Lessee or failure on its part to comply with the covenants of this Lease; and any and all damages to the Premises caused by any intentional or negligent act of neglect of Lessee or Lessee's agents or invitees.

6. LESSEE'S RIGHT TO ALTER AND IMPROVE. Lessee shall have no right to alter or improve the Premises without the prior written consent of the Lessor. Upon termination of this Lease, any such permitted improvements shall be the property of Lessor.

7. GOOD TITLE. Lessor warrants that it has fee simple title to the Premises.

8. AFFIRMATIVE COVENANTS AND RESPONSIBILITIES OF LESSEE. Lessee covenants and agrees that Lessee will, without demand:

8.1 Keep the Premises reasonably clean and free from all rubbish, dirt and other matter;

8.2 Comply with any requirements of any of the constituted public authorities, and with the terms of any state or federal statutes or local ordinances or regulations applicable to Lessee to or for Lessee's use of the Premises and save Lessor harmless from penalties, fines, costs or damages resulting from the failure to do so;

8.3 Give to Lessor prompt HIPAA compliant written notice of any accident involving persons other than agents or employees of Lessee, fire or damage occurring on or to the Premises;

8.4 At the termination of this Lease, remove any signs, improvements of a non-permanent nature, projections or devices placed upon the Premises at or prior to the expiration of this Lease. In case of breach of this covenant, in addition to all other remedies given to Lessor in case of breach of any condition or covenant of this Lease, Lessor shall have the privilege of removing said improvements, signs, projections, or devices and Lessee, at Lessor's option, shall be liable to Lessor for any and all expenses so incurred by Lessor;

8.5 Establish, publish and maintain operating hours that are properly staffed to adequately provide medical care to anticipated patient loads. At a minimum Lessee shall be open to treat patients five (5) consecutive days a week between the hours of 9:00 a.m. and 5:00 p.m. Lessee shall give Lessor's Director of Human Relations reasonable prior notice in the event Lessee will not be able to remain open during its minimum hours of operation.

8.6 Indemnify Lessor against all expenses, liabilities and claims of any kind, including reasonable attorney's fees, by or on behalf of any person or entity arising out of either:

- (A) A failure by Lessee to perform any of the terms or conditions of this Lease;
- (B) Any injury or damage happening on or about the demised Premises;

- (C) Failure to comply with any law of any governmental authority; or
- (D) Any mechanic's lien or security interest filed against the Premises as a result of any actions or conduct of Lessee at or with respect to the Premises.

8.6 Each month provide Lessor with the number of patients receiving health services from Lessee on the Premises during the previous, including the number of Medicare patients and the number of Medicaid patients receiving health services.

8.7 At the expiration of the lease term, surrender the Premises in as good condition and repair as the same shall be at the time possession thereof is taken by Lessee.

9. NEGATIVE COVENANTS OF LESSEE. Lessee covenants and agrees that it will do none of the following things without the prior written consent Lessor:

9.1 Occupy the Premises in any other manner or for any other purpose than as set forth herein;

9.2 Assign, mortgage or pledge this Lease;

9.3 Sublease the Premises.

10. ADDITIONAL COVENANTS.

10.1 Lessor shall not be liable for any damage, compensation or claim by reason of inconvenience or annoyance arising from the necessity of repairing any portion of the building, the interruption of the use of the Premises, or the termination of this Lease by reason of the destruction of the Premises.

10.2 It is hereby covenanted and agreed by and between the parties that any law, usage or custom to the contrary notwithstanding, Lessor shall have the right at all times to enforce the covenants and provisions of this Lease in strict accordance with the terms hereof, notwithstanding any conduct or custom on the part of Lessor in refraining from so doing at any time or times, and further, that the failure of Lessor at any time or times to enforce Lessor's right under said covenants and provisions strictly in accordance with the same shall not be construed as having created a custom in any way or manner contrary to the specific terms, provisions or covenants of this Lease, or as having in any way or manner modified the same.

10.3 Lessee agrees to carry at its own expense through the term of this Lease, public liability insurance covering the Premises, and Lessee's use thereof, in an amount periodically adjusted to conform with the then current standard business practices for comparable business operations but in no case less than \$1,000,000 in combined single limit coverage for bodily injury or death, personal injury and property damage. Lessee shall carry Lessor as an additional named insured on said policy. Lessee shall provide Lessor with copies or evidence of such insurance coverage prior to the commencement date of the Lease.

10.4 Lessee agrees that all personal property of whatever kind it may be at any time in the Premises or in the building containing the Premises shall be at Lessee's sole risk or at the risk of those claiming through Lessee and that Lessor shall not be liable for any damage to or loss of such personal property except if arising from or caused by the gross negligence of Lessor.

11. EVENTS OF DEFAULT. The occurrence of any of the following shall constitute Events of Default:

11.1 Failure of Lessee to maintain operating hours or staffing as provided in Section 8.5 above.

11.2 Failure of Lessee to maintain its non-profit status or its status as a Federally Qualified Health Center or as a FTCA deemed provider of medical services;

11.3 Any petition is filed by or against Lessee under any section or chapter of the Federal Bankruptcy Code, and, in the case of a petition filed against Lessee, such petition is not dismissed within thirty (30) days after the date of such filing;

11.4 Lessee becomes insolvent or transfers property in fraud of creditors;

11.5 Lessee makes an assignment for the benefit of creditors;

11.6 A receiver is appointed for any of the Lessee's assets; or

11.7 Lessee breaches or fails to comply with any term, provision, condition or covenant of this Lease.

12. REMEDIES. Upon the occurrence of an Event of Default, other than a default under Section 11.1 which shall have no grace period, which is not cured by Lessee within thirty (30) days after written notice by Lessor of such default, Lessor may do or perform any one or more of the following in addition to, and not in limitation of, any other remedy or right permitted it by law or by this Lease:

12.1 Lessor may terminate this Lease, in which event Lessee shall immediately surrender the Premises to Lessor. If Lessee fails to do so, Lessor may, without prejudice to any other remedy Lessor may have either by law or by this Lease, enter upon the Premises and expel or remove Lessee and Lessor's personal property with or without force and without being liable to Lessee in any manner whatsoever for damages therefore; or

12.2 Lessor may enter the Premises and remove the Lessee and its personal property, by force if necessary, without being liable in any manner whatsoever for such acts, and may re-let the Premises as the agent and receive such rent therefore.

13. REMEDIES CUMULATIVE. All of the remedies hereinbefore given to Lessor and all rights and remedies given by law or in equity to Lessor shall be cumulative and concurrent. No termination of this Lease or the taking or recovering of the Premises shall deprive Lessor of any of its remedies or actions against the Lessee for rent due at the time of which under the terms hereof would in the future become due as if there had been no termination, or for any and all sums due at the time, or which under the terms hereof would in the future become due as if there had been no termination, nor shall bringing of any action for rent or breach of covenant, or the resort to any other remedy herein provided for the recovery of rent be construed as a waiver of Lessor's right to obtain possession of the Premises.

14. LEASE CONTAINS ALL AGREEMENTS. It is expressly understood and agreed by and between any parties hereto that this Lease and the Exhibit attached hereto and forming a part hereof, set forth all of the promises, agreements, conditions and understandings between Lessor, or Lessor's agents, and Lessee relative to the demised Premises, and that there are no promises, agreements, conditions or understandings, either oral or written, between them other than as set forth herein. It is further understood and agreed that, except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Lessor or Lessee unless reduced to writing and signed by them.

15. PARTIES BOUND. All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several and respective successors and permitted assigns of said parties, and the word "Lessee" shall be deemed to and taken to mean each and every person or party mentioned as a Lessee herein, be the same one or more; and if there shall be more than one Lessee. No rights, however, shall inure to the benefit of any assignee of Lessee unless the assignment to such assignee has been approved by Lessor in writing as herein provided.

16. NOTICES.

16.1 Except for legal process which may also be served as by law provided, all notices required or desired to be given with respect to this Lease shall be in writing and shall be deemed to have been given when hand delivered or three (3) days after deposited, postage prepaid, with the United States Postal Service (or its official successor), certified, return receipt requested, properly addressed as follows:

To Lessee:
Georgia Mountains Health Services, Inc.
Attention: Steven Miracle
P.O. Box 540
Morganton, GA 30560

To Lessor:
City of Dalton
Attention: Mayor
300 W. Waugh Street
Dalton, GA 30720

Such addresses may be changed from time to time by either party by notice to the other.

16.2 Lessee hereby designates and appoints as its agent to receive notice of all dispossessory or distraint proceedings the person in charge of or occupying the Premises at the time such notice is given, or, if there is no such person, then such service of notice may be made by attaching it on the main entrance of the Premises.

17. HOLDING OVER In no event shall there be any renewal of this Lease by operation of law, and if Lessee remains in possession of the Premises after the termination of this Lease and without the execution of a new lease, Lessee shall be deemed to be occupying the Premises as a hold-over tenant (or a tenant at sufferance). Lessor shall have the option to 1) terminate this Lease by written notice to Lessee or 2) without terminating this Lease, to enter upon and take possession of Premises, removing all persons and property therefrom and as Lessee's agent, to re-rent Premises at the best price obtainable by reasonable effort, without advertisement and by private negotiations and for any term Lessor deems proper. Lessee shall be liable to Lessor for any deficiency between all rental due hereunder and the price obtained by Lessor on such re-letting. Such termination shall not release Lessee from liability for any unpaid rentals under this Lease, past or future.

18. NO ESTATE IN LAND. This Lease creates the relationship of landlord and tenant between Lessor and Lessee. No estate shall pass out of Lessor, and Lessee has only a usufruct which is not subject to levy and sale.

19. SEVERABILITY. If any clause or provision of this Lease is or becomes illegal, invalid, or unenforceable because of present or future laws or any rule or regulation of any governmental body or entity, effective during its term, the intention of the parties hereto is that the remaining parts of this Lease shall not be affected thereby, unless the amount of Rent payable hereunder is thereby decreased, in which event Lessor may terminate this Lease.

20. CAPTIONS. The captions used in this Lease are for convenience only and do not in any way limit or amplify the terms and provisions hereof.

21. SUCCESSORS AND ASSIGNS. The provisions of this Lease shall inure to the benefit of and be binding upon Lessor and Lessee, and their respective successors and permitted assigns.

22. STATE LAW. The laws of the State of Georgia shall govern the interpretation, validity, performance and enforcement of this Lease.

23. TIME IS OF THE ESSENCE. Time is of the essence of this Lease.

24. EXECUTION. This Lease may be executed in any number of counterparts, each of which shall be deemed an original and any of which shall be deemed to be complete in itself and shall be admissible into evidence or used for any purpose without the production of the other counterparts.

25. DAMAGE TO PREMISES. If the Premises is damaged by storm, fire, lightning, earthquake or other casualty Lessor shall incur no liability to Lessee and shall have no obligation to restore the Premises to substantially the same condition as before such damage. Lessee shall have the option to terminate this Lease if Lessor elects not to repair such damage.

IN WITNESS WHEREOF, the parties hereto have executed these presents the day and year first above written.

LESSOR:

The City of Dalton, Georgia

By: _____
Mayor

Attest:

City Clerk

LESSEE:

**Georgia Mountains Health Services,
Inc.**

By: _____
President

**EXHIBIT
"A"**

RESOLUTION 17-10

A RESOLUTION TO REGULATE AND PROVIDE FOR THE CALLING OF AN ELECTION TO DETERMINE THE ISSUANCE OR NONISSUANCE OF CITY OF DALTON, GEORGIA GENERAL OBLIGATION BONDS IN THE AGGREGATE PRINCIPAL AMOUNT OF UP TO \$50,650,000 FOR THE PURPOSE OF PROVIDING FUNDS TO (A) ACQUIRE, CONSTRUCT, INSTALL AND EQUIP CERTAIN CAPITAL PROJECTS FOR DALTON PUBLIC SCHOOLS, (B) PAY CAPITALIZED INTEREST ON THE BONDS ISSUED TO FUND SUCH PROJECTS, AND (C) PAY ALL EXPENSES INCLUDING TO ACCOMPLISH THE FOREGOING; TO PROVIDE FOR THE DATE AND THE MAXIMUM INTEREST RATE OR RATES OF INTEREST WHICH SUCH BONDS SHALL BEAR AND THE SCHEDULE OF MATURITIES OF SAID BOND ISSUE; TO PROVIDE FOR THE LEVY AND COLLECTION OF TAXES TO SERVICE SAID BOND ISSUE, IF SO AUTHORIZED; AND FOR OTHER RELATED PURPOSES:

WHEREAS, the Mayor and Council of the City of Dalton, Georgia (the "Governing Body"), is charged with the duties of contracting debts and managing the affairs of the City of Dalton, Georgia (the "City"), and the City of Dalton Board of Education has determined that there is a need for the City to acquire land for school purposes, to acquire, construct, install and equip a new secondary school building and facilities, to acquire new technology, to be used at educational and administrative facilities, including, but not limited to, classroom technology infrastructure, computers, laptops, tablets and mobile devices for students and staff, servers, wiring, wireless antennas, displays and other technology upgrades with necessary hardware, software, and programs, to acquire school equipment, including, but not limited to, safety and security equipment, and to acquire any other property, both real and personal, necessary or desirable therefor, for Dalton Public Schools (collectively, the "Projects"); and

WHEREAS, it appears that \$50,650,000 may be required to accomplish said purpose; and

WHEREAS, it appears to the City of Dalton Board of Education that the most feasible method of obtaining such funds is through the issuance and sale of City of Dalton, Georgia General Obligation Bonds pursuant to the Constitution and laws of the State of Georgia; and

WHEREAS, it is the judgment of the City of Dalton Board of Education that general obligation bonds should be issued for the above stated purpose in the aggregate principal amount of up to \$50,650,000, said bonds to be dated as of their date of issuance, to be in the denomination of \$5,000 each or any integral multiple thereof, bearing interest from such date, payable semiannually on the first days of February and August in each year, commencing February 1, 2018 or the next February 1 or August 1 following their date of issuance, at an interest rate or rates not to exceed 5.50% per annum, until paid, and maturing (serially or, at the option of the Governing Body, by mandatory sinking fund redemption) on the first day of February in the years and amounts, as follows:

<u>Year</u>	<u>Amount</u>
2024	\$1,425,000
2025	1,450,000
2026	1,480,000
2027	1,510,000
2028	1,545,000
2029	1,585,000
2030	1,630,000
2031	1,675,000
2032	1,725,000
2033	1,775,000
2034	1,830,000
2035	1,885,000
2036	1,945,000
2037	2,010,000
2038	2,080,000
2039	2,150,000
2040	2,220,000
2041	2,295,000
2042	2,375,000
2043	2,455,000
2044	2,540,000
2045	2,625,000
2046	2,720,000
2047	2,810,000
2048	2,910,000

WHEREAS, it is necessary to submit to the qualified voters of the City of Dalton, Georgia the question of whether or not said general obligation bonds shall be issued; and

NOW, THEREFOR, BE IT RESOLVED by the Mayor and Council of the City of Dalton, Georgia, and IT IS HEREBY RESOLVED by authority of the same as follows:

1. There is hereby called to be held in the voting precincts in said City on the 7th day of November, 2017, an election for the purpose of submitting to the qualified voters of said City the question of issuing the City of Dalton, Georgia General Obligation Bonds in the aggregate principal amount of up to \$50,650,000 to be incurred for the purpose of acquiring, constructing and equipping the Projects; capitalizing interest on the bonds issued to fund such Projects; and paying all expenses incident to accomplishing the foregoing.

2. The ballots to be used in said election shall have written or printed thereon substantially the following:

() YES

() NO

“Shall the City of Dalton, Georgia issue general obligation bonds in the principal amount of up to \$50,650,000 for the purposes of providing funds to: (i) acquire land for school purposes, acquire, construct, install and equip a new secondary school building and facilities, acquire new technology, to be used at educational and administrative facilities, including, but not limited to, classroom technology infrastructure, computers, laptops, tablets and mobile devices for students and staff, servers, wiring, wireless antennas, displays and other technology upgrades with necessary hardware, software, and programs, acquire school equipment, including, but not limited to, safety and security equipment, and acquire any other property, both real and personal, necessary or desirable therefor, for Dalton Public Schools; (ii) capitalize interest on the bonds; and (iii) pay of all expenses incident to accomplishing the foregoing?”

3. The date of such election shall be and is hereby set for November 7, 2017, and the polls of the voting precinct of the City of Dalton, Georgia shall open at 7:00 a.m., and close at 7:00 p.m., and the election shall be held by the same persons and under and in accordance with the election laws of the State of Georgia, and the returns of said election shall be made to the Governing Body and to the Whitfield County Board of Elections and Registration (the “Election Superintendent”), who shall, in the presence of and together with the several managers of the polls who shall bring up the returns, consolidate said returns and then declare the result of said election in the manner required by law.

4. The Clerk of the City of Dalton, Georgia shall be and is hereby authorized and instructed to join with the Election Superintendent in publishing the notice of said election as required by law in the newspaper in which Sheriff’s advertisements for Whitfield County are published once a week for five weeks immediately preceding the date of the election and such notice shall be in substantially the form attached hereto as Exhibit “A”.

5. Prior to the date of the election authorized herein, there shall be appointed proper election managers and clerks to supervise and hold said election and to make returns of said election to the Governing Body and to the Election Superintendent, who shall, in the presence of and together with the several managers of the polls who shall bring up the returns, consolidate said returns and declare the result of said election in the manner required by law.

6. Should said bonds be authorized by the requisite number of qualified voters, the Governing Body shall levy, a tax upon all property subject to taxation for general obligation bond purposes within the territory constituting said city in sufficient amount to pay the principal of and interest on said bonds at their respective maturities.

7. The Clerk of the City of Dalton, Georgia is hereby authorized and directed to deliver a copy of this resolution to the Election Superintendent, with a request that the Election Superintendent call the election.

8. In accordance with the provisions of Code Section 36-82-4.1 of the Official Code of Georgia Annotated, as amended, any brochures, listings or other advertisements approved by the Governing Body pursuant to a resolution duly adopted by said Governing Body shall be deemed to be a statement of intention concerning the use of the bond funds in accordance, or substantially in accordance, with the aforesaid purpose, and reference to same shall be contained in the legal advertisement of the bond election.

9. This Resolution shall take effect immediately upon its adoption.

This 7th day of August, 2017.

CITY OF DALTON, GEORGIA

By: _____
Mayor

(SEAL)

Attest: _____
Clerk

EXHIBIT “A”

NOTICE OF BOND ELECTION TO THE QUALIFIED VOTERS OF THE CITY OF DALTON, GEORGIA:

NOTICE IS HEREBY GIVEN that on the 7th day of November, 2017, an election will be held at the regular polling place in the election districts of the City of Dalton, Georgia, at which time there will be submitted to the qualified voters of the City of Dalton, Georgia for their determination the question of whether or not general obligation bonds in the aggregate principal amount of up to \$50,650,000 shall be issued by the City of Dalton, Georgia for the purpose of providing funds to (a) acquire land for school purposes, acquire, construct, install and equip a new secondary school building and facilities, acquire new technology, to be used at educational and administrative facilities, including, but not limited to, classroom technology infrastructure, computers, laptops, tablets and mobile devices for students and staff, servers, wiring, wireless antennas, displays and other technology upgrades with necessary hardware, software, and programs, acquire school equipment, including, but not limited to, safety and security equipment, and acquire any other property, both real and personal, necessary or desirable therefor, for Dalton Public Schools (collectively, the “Projects”), (b) capitalize interest on the bonds issued to fund such Projects, (c) pay all expenses incident to accomplishing the foregoing. Said bonds, if so authorized, shall be dated as of their date of issuance, shall be in the denomination of \$5,000 each or integral multiples thereof, shall be numbered from R-1 upwards in accordance with their issuance as shown by the registration books kept with respect to such bonds, shall bear interest payable semiannually on the first days of February and August in each year, commencing February 1, 2018 or the next February 1 or August 1 following their date of issuance, at a rate or rates not to exceed 5.50% per annum, until paid, and shall mature (serially or, at the option of the Governing Body, by mandatory sinking fund redemption) on the first day of February, in the years and principal amounts, as follows:

<u>Year</u>	<u>Amount</u>
2024	\$1,425,000
2025	1,450,000
2026	1,480,000
2027	1,510,000
2028	1,545,000
2029	1,585,000
2030	1,630,000
2031	1,675,000
2032	1,725,000
2033	1,775,000
2034	1,830,000

2035	1,885,000
2036	1,945,000
2037	2,010,000
2038	2,080,000
2039	2,150,000
2040	2,220,000
2041	2,295,000
2042	2,375,000
2043	2,455,000
2044	2,540,000
2045	2,625,000
2046	2,720,000
2047	2,810,000
2048	2,910,000

The principal and interest on said bonds shall be payable in lawful money of the United States of America at a paying agent bank which will be designated prior to the issuance of said bonds. The bonds shall be subject to prepayment and redemption as determined by the Mayor and Council of the City of Dalton, Georgia (the "Governing Body").

The ballots to be used at said election shall have written or printed thereon substantially the following:

() YES

() NO

"Shall the City of Dalton, Georgia issue general obligation bonds in the principal amount of up to \$50,650,000 for the purposes of providing funds to: (i) acquire land for school purposes, acquire, construct, install and equip a new secondary school building and facilities, acquire new technology, to be used at educational and administrative facilities, including, but not limited to, classroom technology infrastructure, computers, laptops, tablets and mobile devices for students and staff, servers, wiring, wireless antennas, displays and other technology upgrades with necessary hardware, software, and programs, acquire school equipment, including, but not limited to, safety and security equipment, and acquire any other property, both real and personal, necessary or desirable therefor, for Dalton Public Schools; (ii) capitalize interest on the bonds; and (iii) pay of all expenses incident to accomplishing the foregoing?"

The several places for holding said election shall be at the regular and established voting precinct of the election districts of the City of Dalton, Georgia, and the polls will be open from 7:00 a.m. to 7:00 p.m. on the date fixed for the election.

The last day to register to vote in this election shall be October 10, 2017, through 5:00 p.m.

Any brochures, listings, or other advertisements issued by the Governing Body or by any other person, firm, corporation, or association with the knowledge and consent of the Governing Body shall be deemed to be a statement of intention of the Governing Body concerning the use of the bond funds, any such statement of intention shall be binding on the Governing Body in the expenditure of any such bond funds or interest earned thereon, unless the Governing Body uses such bond proceeds for the retirement of bonded indebtedness.

Those residents of the City of Dalton, Georgia qualified to vote at said election shall be determined in all respects in accordance with the election laws of the State of Georgia.

This notice is given pursuant to a resolution of the Mayor and Council of the City of Dalton, Georgia, adopted August 7, 2017, and an order of the Whitfield County Board of Elections and Registration, adopted on August ___, 2017.

Mayor, City of Dalton, Georgia

Chair, Whitfield County Board of
Elections and Registration



CLERK'S CERTIFICATE

The undersigned Clerk of the City of Dalton, Georgia (the "City") DOES HEREBY CERTIFY that the foregoing pages of typewritten matter constitute a true and correct copy of a resolution adopted by the Mayor and Council of the City, at a meeting open to the public which was duly called and assembled on the 7th day of August, 2017, at which meeting a quorum was present and acting throughout, and that the original of the resolution appears in the minute book of the Mayor and Council of the City which is in my custody and control.

WITNESS my hand this 7th day of August, 2017.

Clerk



RESOLUTION OF THE WHITFIELD COUNTY BOARD OF ELECTIONS AND REGISTRATION TO REGULATE AND PROVIDE FOR THE CALLING OF AN ELECTION TO DETERMINE THE ISSUANCE OR NON-ISSUANCE OF CITY OF DALTON, GEORGIA GENERAL OBLIGATION BONDS IN THE AGGREGATE PRINCIPAL AMOUNT OF UP TO \$50,650,000:

WHEREAS, the Mayor and Council of the City of Dalton, Georgia (the "Governing Body") has furnished the Whitfield County Board of Elections and Registration (the "Election Superintendent") with a certified copy of its resolution (the "City Resolution") calling an election to determine whether up to \$50,650,000 in aggregate principal amount of the City of Dalton, Georgia General Obligation Bonds shall be issued for the purposes set forth in the City Resolution, and has requested that the Election Superintendent join the Governing Body in the call of the election for such questions on November 7, 2017; and

NOW, THEREFOR, BE IT RESOLVED that there be and there is hereby called to be held in all the voting precincts in the City of Dalton, Georgia on the 7th day of November, 2017, an election by the qualified voters of said city to determine whether up to \$50,650,000 in aggregate principal amount of City of Dalton, Georgia General Obligation Bonds, shall be issued, for the purposes set forth in the City Resolution.

BE IT FURTHER RESOLVED that such election be conducted pursuant to the applicable laws of the State of Georgia, that managers and election officials for all voting precincts be appointed and that election returns be consolidated in the presence of the Election Superintendent, and that the result be declared, all as is provided by law.

Adopted and approved this ____ day of August, 2017.

WHITFIELD COUNTY BOARD OF
ELECTIONS AND REGISTRATION

Chair

Attest:

Secretary

RESOLUTION 17-12

ENDORSEMENT OF DOWNTOWN DEVELOPMENT REVOLVING LOAN FUND APPLICATION OF BROWN DOG PROPERTIES, LLC

WHEREAS, the Georgia Department of Community Affairs' Downtown Development Revolving Loan Fund (DDRLF) Program is designed to assist cities, counties and development authorities in their efforts to revitalize and enhance downtown areas by providing below-market rate financing to fund capital projects in core historic downtown areas;

WHEREAS, Brown Dog Properties, LLC plans to renovate certain real property and improvements located at 109 West Morris Street in Downtown Dalton;

WHEREAS, upon completion of the project the renovated property will serve as commercial offices;

WHEREAS, the City has determined that the project will promote downtown development for the public good in the City; and

WHEREAS, in order to help Brown Dog Properties, LLC finance the project, the Downtown Dalton Development Authority will apply for a Downtown Development Revolving Loan Fund Loan from the Department of Community Affairs (DCA); and

WHEREAS, DCA requires evidence of municipal support for all projects that are the subject of a DDRLF application submitted by a downtown development authority.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY OF DALTON, GEORGIA that the City of Dalton endorses the submission of the DDRLF application by the Downtown Dalton Development Authority for the downtown project at 109 West Morris Street on behalf of Brown Dog Properties, LLC and agrees to be supportive of the development of the project.

SO RESOLVED, this ____ day of August, 2017.

CITY OF DALTON, GEORGIA

Attest:

City Clerk

By: _____
Dennis Mock
Mayor

Ordinance 17-05

To Amend Chapter 98 of The 2001 Revised Code Of The City Of Dalton, Georgia Captioned "Streets, Sidewalks And Other Public Places, By Striking, Deleting And Repealing The First Sentence of Section 98-47(e) In Its Entirety And Substituting In Lieu Thereof A New First Sentence Of Subsection 98-47(e); By The Addition Of A New Subsection 98-47(f); To Provide For An Effective Date; To Provide For The Repeal of Conflicting Ordinances; To Provide For Severability; And For Other Purposes.

BE IT ORDAINED by the Mayor and Council of the City of Dalton, and by the authority of the same, **IT IS HEREBY ORDAINED** as follows:

Section 1.

Amend Chapter 98 of The 2001 Revised Code of the City of Dalton, Georgia captioned "Streets, Sidewalks and Other Public Places, by striking, deleting and repealing the first sentence of Subsection 98-47(e) in its entirety and substituting in lieu thereof a new first sentence of Subsection 98-47(e) which shall read as follows:

(e) In any of these circumstances except (b) and (d) above, the following procedure shall be followed:

Section 2.

Amend Chapter 98 of The 2001 Revised Code of the City of Dalton, Georgia captioned "Streets, Sidewalks and Other Public Places, by the addition of a new Subsection 98-47(f) which shall read as follows:

(f) If the change of a street name, or any portion thereof, is necessitated by Subsection 98-47(b) or Subsection 98-47(d) above, the following procedure shall be followed:

- (1) The property owner or owners abutting the street or portion thereof proposed to be renamed shall be contacted in writing, using the tax assessor's information to identify ownership. The notice shall advise the property owners of the new name, the date the change will take effect and the reason for the change.

- (2) Notification of the name change shall be sent to the parties listed in Subsection 98-47(e)(7) by the fire department or his designee.

Section 3.

This Ordinance shall be effective upon the posting of this Ordinance in two (2) public places in the City of Dalton for five (5) consecutive days following its enactment by the Mayor and Council, the public health, safety, and welfare requiring it.

Section 4.

All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 5.

It is hereby declared to be the intention of the Mayor and Council of the City of Dalton that the section, paragraphs, sentences, clauses and phrases of this Ordinance are severable and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional or otherwise invalid by a court of competent jurisdiction such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance.

SO ORDAINED this ____ day of _____, 2017.

The foregoing Ordinance received its first reading on _____ and a second reading on _____. Upon second reading a motion for passage of the ordinance was made by Alderman _____, second by Alderman _____ and upon the question the vote is ____ ayes, ____ nays and the Ordinance is adopted.

ATTEST:

CITY CLERK

MAYOR

A true copy of the foregoing Ordinance has been published in two public places within the City of Dalton for five (5) consecutive days following passage of the above-referenced Ordinance as of _____

CITY CLERK, CITY OF DALTON



ORDINANCE 17-06

To Amend Chapter 74 Of The 2001 Revised Code Of The City Of Dalton, Georgia Captioned "Offenses And Miscellaneous Provisions"; To Amend Article IV Captioned "Offenses Against Public Order And Safety" To Add a New Division 7 Captioned "Aggressive Panhandling"; To Provide For An Effective Date; To Provide For The Repeal Of Conflicting Ordinances; To Provide For Severability; And For Other Purposes.

BE IT ORDAINED by the Mayor and Council of the City of Dalton and by the authority of the same, **IT IS HEREBY ORDAINED** as follows:

Section 1:

Amend Chapter 74 of the 2001 Revised Code of the City of Dalton, Georgia, captioned "Offenses and Miscellaneous Provisions" by adding a new Division 7 captioned "Aggressive Panhandling" which shall read as follows:

Division 7. Aggressive Panhandling

Sec. 74-193. Offense. It shall be an offense against the city, the good order, peace and tranquility thereof, and an affront to public safety and the well-being of its citizens, for any person to engage in "aggressive panhandling", as defined in this section.

Sec. 74-194. Definitions. As used in this ordinance, the following definitions shall apply:

(a) *Panhandling* shall mean any solicitation made in person upon a street, public way, public place including any park or plaza, or on public or private property open to the public for general business use in which a person solicits an immediate donation of money, gratuity, or other thing of value from another person, and includes but is not limited to seeking donations of cash.

(b) *Aggressive panhandling* shall mean panhandling in an aggressive manner, including any of the following actions:

(i) Panhandling while at any time before, during, or after the solicitation physically touching the solicited person without the solicited person's express prior consent, so as to create fear or apprehension of bodily harm by the solicited person;

(ii) Panhandling a person while such person is standing in line or waiting to be admitted to a general business establishment, show, or event; while waiting in a parked motor vehicle; or while occupying a standing motor vehicle, either in stopped or standing traffic on a roadway or in a drive-thru line at a general business establishment;

(iii) Panhandling by intentionally and physically obstructing the path of the solicited person or blocking entry by the solicited person to any building or vehicle;

(iv) Panhandling while intentionally following behind, alongside, or ahead of the solicited person who walks away from the panhandler to avoid being solicited;

(v) Panhandling while using profanity or abusive language either during the solicitation or following a refusal to make a donation, or making any statement, gesture, or other communicative action that would cause a reasonable person to be fearful for his safety or intimidated not to make a donation;

(vi) Panhandling in a group of two or more persons; or

(vii) Panhandling between the hours of 11:00 o'clock p.m. and 6:00 o'clock a.m.

(c) *General business use* shall include all commercial, retail, industrial, educational and governmental buildings, structures, and uses to which the general public has access, and any related parking lots and areas common thereto.

Sec. 74-195. Permitted conduct. The following shall not constitute panhandling or aggressive panhandling:

(a) Solicitations seeking a contribution or donation to be paid at a future date and time shall not constitute panhandling.

(b) The act of passively standing or sitting with a sign indicating a donation will be accepted, and which may or may not be accompanied by the selling of an item of little to no monetary value, unless within 25 feet of a business entrance or an automated teller machine;

(c) The performing of music, singing and/or similar street performance, commonly known as "busking", with a sign or other indication that a donation will be accepted; and

(d) The sale of goods or merchandise, including food and drinks, by a vendor during a sanctioned street festival or similar event.

Sec. 74-196. Government Interest. To the extent this section may create a content-based limitation on free speech, it is the position of the city, as found by its mayor and council in enacting this section, that the interest of public safety of its citizens outweighs any unintended intrusion on a person's freedom of speech; such governmental interest is deemed compelling. It is the intent of the city to enforce this section in an identical and uniform manner against all violators, and that no person be treated less favorably on account of race, color, creed, religion, gender, domestic relationship, familial status, sexual orientation, national origin, political affiliation, transgender identity, or based upon the content of their speech or message conveyed.

Sec. 74-197. Private property. Nothing in this division is intended to authorize solicitations for cash or other things of value on private property generally accessible to the public when the owner, person or entity in legal possession thereof has conspicuously posted their premises against solicitations, and not expressly consented to such activity on its premises, including in parking lots and common areas thereof.

Sec. 74-198. Sanctions. A law enforcement officer reasonably suspecting a person to have engaged in aggressive panhandling under this section shall first warn the person that such conduct is unlawful and admonish the person to cease such activity and leave the premises where the conduct occurred. Any person engaged in aggressive panhandling, who fails to heed a reasonable warning from a law enforcement officer that such conduct is unlawful, shall be cited to appear before the municipal court; upon conviction, the person shall be sentenced to a fine not to exceed \$1,000.00, with the alternative of other punishment allowed by law in the event such fine is not paid; to sentence such person to community service work; or to impose a sentence consisting of any combination of the penalties provided for herein. Each act of aggressive panhandling prohibited by this division shall constitute a separate offense.

Section 2.

This Ordinance shall be effective upon the posting of this Ordinance in two (2) public places in the City of Dalton for five (5) consecutive days following its enactment by the Mayor and Council, the public health, safety, and welfare requiring it.

Section 3.

All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 4.

It is hereby declared to be the intention of the Mayor and Council of the City of Dalton that the section, paragraphs, sentences, clauses and phrases of this Ordinance are severable and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional or otherwise invalid by a court of competent jurisdiction such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance.

SO ORDAINED this ____ day of _____, 2017.

The foregoing Ordinance received its first reading on _____ and a second reading on _____. Upon second reading a motion for passage of the ordinance was made by Alderman _____, second by Alderman _____ and upon the question the vote is ____ ayes, ____ nays and the Ordinance is adopted.

ATTEST:



CITY CLERK

MAYOR



A true copy of the foregoing Ordinance has been published in two public places within the City of Dalton for five (5) consecutive days following passage of the above-referenced Ordinance as of _____.

CITY CLERK, CITY OF DALTON

